BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2018-228-T - ORDER NO. 2018-721

NOVEMBER 13, 2018

IN RE:	Application of Jordan River Moving, L.L.C.)	ORDER GRANTING
	d/b/a Jordan River Moving and Storage for a)	CLASS E CERTIFICATE
	Class E (Household Goods) Certificate of)	
	Public Convenience and Necessity for)	
	Operation of Motor Vehicle Carrier)	

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of Jordan River Moving, L.L.C. d/b/a Jordan River Moving and Storage ("Jordan River" or "Applicant") for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on October 24, 2018, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by David Popowski, Esquire, and the Office of Regulatory Staff ("ORS"), represented by C. Lessie Hammonds, Esquire. Jordan River presented the testimony of Mr. Solomon Kobel, its South Carolina branch manager, who affirmed that he was aware of the laws and regulations governing household goods movers in South Carolina and intended to follow them. In addition, Jordan River presented as its shipper witness Allan E. Ackerman, a real estate agent based

in Columbia, South Carolina, who stated his opinion regarding the need for additional intrastate movers in South Carolina.

ORS did not present testimony, but made Thomas McGill, its Transportation Program Coordinator, available for questioning by the Commission. Mr. McGill opined that Jordan River is fit, willing and able to properly perform the duties of a household goods mover.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Jordan River Moving, L.L.C. d/b/a Jordan River Moving and Storage should be granted.

IT IS THEREFORE ORDERED:

- 1. The Application Jordan River Moving, L.L.C. d/b/a Jordan River Moving and Storage for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.
- 2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.
- 3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241

(2012) of the Commission's Rules and Regulations for Motor Carriers, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (2011) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

- 4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (2012), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.
- 5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.
- 6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.
- 7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

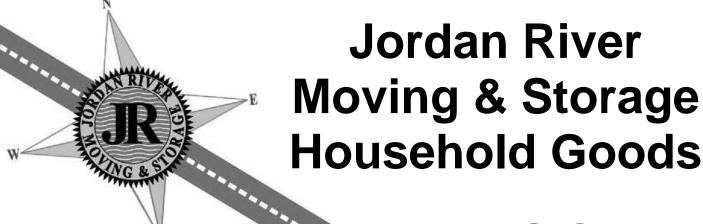
BY ORDER OF THE COMMISSION:

Comer H. "Randy" Randall, Chairman

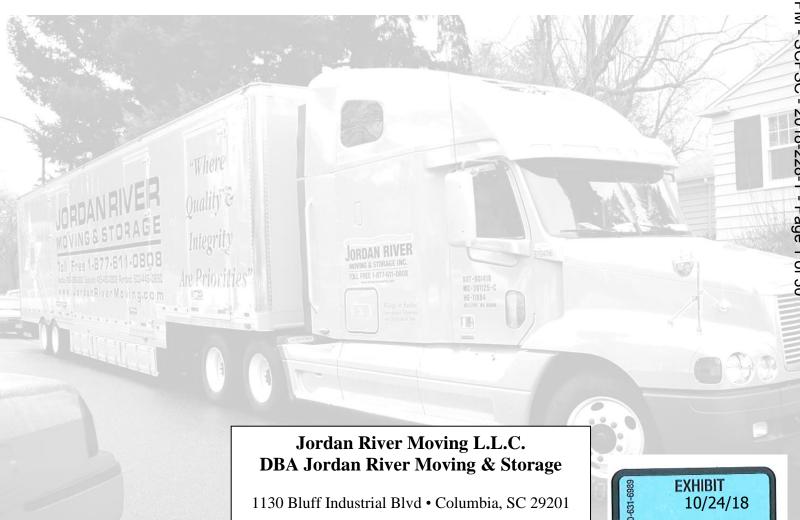
ATTEST:

Jocelyn Boyd, Chief Clerk/Administrator

Socily Boyd



Tariff SC100



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Section 1 General Application

Rates, Rules and Charges Shown in This Section Apply on All Shipments

ITEM 01 - APPLICATION OF TARIFF

This tariff applies to the transportation of household goods within the state of South Carolina. Every household goods carrier must develop, establish and maintain policies, processes and procedures that ensure it complies with all rates, charges, terms, conditions and directions contained in this tariff.

ITEM 02 - DEFINITIONS

Accessorial Service: Any service provided by a household goods carrier that supplements, or is incidental to, the transportation of household goods. Examples include, but are not limited to, packing, unpacking, wrapping or protecting portions of the shipment or providing special equipment or services such as hoisting.

Article or Item: One unit of property, whether in a single piece (set up) or taken apart (knocked down) into its component parts. For example, a table and legs that have been removed is still considered a single article. An article or item does not mean a "set" or all the articles in one container. For example, each individual chair of a matching set of dining chairs is considered an article or item. In a box containing a set of encyclopedias, each encyclopedia is considered an article.

Bill of Lading: A shipping document issued by the household goods carrier, signed by both the customer and the carrier, that reflects the cost and components of a move.

Consignee: The person accepting the goods at the delivery.

Constructive Weight: A weight based on a formula of seven pounds per cubic foot of properly loaded van space occupied by the customer's goods.

Customer: A person or entity that hires a household goods carrier.

Declared Value: The dollar amount the customer states on the bill of lading as the value of the goods being shipped.

Flat Travel Time: A fixed amount of time from the carrier's terminal to the origin and from the destination back to the carrier's terminal on a local move.

Order Appendix A Docket No. 2018-228-T Order No. 2018-721 November 13, 2018 Page 3 of 30 **Flight of Stairs**: The stairs leading from one complete floor to the next complete floor of a building, or a set of at least 8 but not more than 20 steps outside a building (less than 8 steps is not considered a flight).

Gross Weight: The weight of the shipment, including the tare weight of the vehicle, customer's goods, all packing containers, and all packing materials.

Household Goods: The personal effects and property used, or to be used, in a residence when it is a part of the equipment or supply of such residence. Transportation of the goods must be arranged and paid for by the customer or by another individual on behalf of the customer.

Interruption: A situation causing a stoppage of service that is in the control of the carrier and not in the control of the shipper. Examples include coffee breaks, lunch breaks, breakdown of equipment and other similar occurrences.

Inventory:

- Cube sheet inventory: An inventory of the items upon which the estimate is based and the estimated cubic footage for each item (cube sheet).
- Descriptive inventory: An inventory of the items that includes a description of each item and the condition of each item at origin and destination.

Loaded Distance: The distance between the loading point (origin) of the shipment and the unloading point (destination).

Local (Hourly-Rated) Move: Shipments transported 55 miles or less.

Long Carry: Exists when the carrier must carry household goods for a distance in excess of 75 feet between the vehicle and the door of the residence, including multi-family housing.

Long Distance (Mileage-Rated) Move: Shipments transported more than 55 miles.

Net Weight: The weight of the goods shipped by the customer, determined by subtracting the tare weight of the vehicle from the gross weight.

Packing: The accessorial service of protecting any portion of a shipment by placing it in boxes, cartons, crates, dish packs, suitcases, trunks or other protective container.

Replacement: Providing as good as, or equal in value to, a lost or damaged article.

Released Valuation: The stated value of articles tendered by the customer to the carrier.

Shipment: A load of household goods moved by a carrier from a single residence or as a single transaction.

Order Appendix A Docket No. 2018-228-T Order No. 2018-721 November 13, 2018 Page 4 of 30 Stops in Transit: A service where the carrier loads, unloads or both loads and unloads portions of the customer's household goods at more than one site.

Storage-in-Transit: Temporary warehouse storage (90 days or less) of a shipment pending further transportation.

Story: Inside a building, a story means the stairs leading from one complete floor to the next complete floor. Outside a building, a story means a set of at least 8 but not more than 20 steps (less than 8 steps is not considered a story).

Tare Weight: The weight of an empty motor vehicle obtained when all of the following exists:

- The vehicle's fuel tank is full.
- All pads, chains, dollies, hand trucks, and other equipment needed in the transportation of the shipment are on board the vehicle.
- The crew is not on board the vehicle.

Third Party: A person or entity other than the carrier who provides services requested by the customer through an arrangement with the carrier.

Unpacking: The accessorial service of removing contents from boxes, cartons, crates, dish packs, suitcases, trunks or other protective containers.

Valuation or Valuation Protection: The level of protection the customer selects to protect his or her household goods against loss or damage.

Vehicle: Any motor truck, tractor or other self-propelled vehicle, any trailer, semi-trailer or any combination of such vehicles moving as a single unit.

Warehouse Handling In or Out: Additional charges that apply each time storage-intransit service is provided. These charges compensate the carrier for the physical placement and removal of items within the warehouse.

Weight Value: Weight value means each of the following:

- For long distance moves, the weight determined by multiplying a dollar amount specified in a valuation option times the net weight of the shipment.
- For local moves, the weight determined by multiplying a dollar value amount specified in a valuation option times the constructive weight of the shipment.
- For moves under a non-binding estimate, the weight determined by multiplying a dollar value amount specified in a valuation option times the constructive weight of the shipment.

ITEM 03 - REFUSAL TO PROVIDE SERVICE, PICK UP SHIPMENT OR DELIVER SHIPMENT

A carrier may refuse to provide service, to pick up or to deliver a shipment, if in the carrier's judgment any of the following conditions exist and the carrier or customer have not made

arrangements as described:

- The move will cause the carrier to provide service it is not authorized to provide.
- The customer does not provide adequate information necessary to establish his or her identity.
- The customer uses a false name with the intent to deceive the carrier.
- The condition of the roads, streets, driveways, alleys, or loading or unloading facilities is unsafe or inaccessible.
- Conditions such as civil or labor disturbances make pickup or delivery unsafe or unreasonable.
- The shipment is dangerous, contaminated, infested or has been improperly packed.
- The carrier does not have suitable equipment.
- Circumstances exist which prevent the carrier from using a standard moving vehicle and a smaller vehicle is required.

A carrier may provide a service if the customer requests it and the carrier agrees to provide smaller equipment or additional labor to move the shipment between the point of origin or the point of destination and the carrier's vehicle. In this case, the carrier may charge the customer an extra cost, as long as the carrier discloses the charges by use of a binding, nonbinding or supplemental estimate.

ITEM 04 - DELIVERY TO OR FROM A WAREHOUSE

Pickup from or delivery to a warehouse, other than the carrier's own warehouse, includes pickup only from a door, platform, or point convenient and accessible to the carrier's vehicle. If the carrier is required to provide service at any other location, additional charges may apply as described in this tariff.

ITEM 05 - DELIVERY TIME AND MEANS

A carrier will attempt to deliver a shipment during normal business hours but is not required to guarantee delivery at a specific hour. Unless specific arrangements have been authorized by the customer on the bill of lading, the carrier is not required to transport the customer's goods by any particular means or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. In cases of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property by another carrier. The forwarding carrier must notify the customer of the change in carrier. The carrier issuing the bill of lading is the carrier held responsible for the goods.

ITEM 06 - STORAGE WHEN DELIVERY CANNOT BE MADE

A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because:

- The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier.
- The customer refused or was unable to accept delivery.

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The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.

ITEM 07 - DISPOSITION OF UNCLAIMED GOODS

If the customer does not receive or claim the shipment within 90 days after the carrier mailed or delivered the written notice, the shipment becomes subject to disposition by the carrier.

ITEM 08 - MISCELLANEOUS SERVICES

If the customer asks the carrier to provide a service for which there is no rate or charge listed in the tariff, and providing that service requires use of the carrier's vehicle and employee(s), the service will be provided at the option of the carrier using Hourly Rates ITEM 29 on pg. 25.

The carrier may charge for services associated with transportation of the customer's goods for which there is no rate/charge listed in the tariff, such as toll road/bridge, smaller truck rental, ferry, etc. that cannot be determined prior to the move day.

Carrier may offer an inconvenience discount of 10%, examples include, but not limited to, late arrivals, delivery delays, weather cancellations, equipment failure and minor damages.

ITEM 09 - APPLIANCE SERVICE

The transportation rates in this tariff do not include the servicing or re-servicing of appliances or other articles to protect them from damage in, or incident to, transit. These appliances or articles include, but are not limited to: refrigerators, deep freezers, radios, microwaves, washing machines, television sets, satellite television/radio receiving discs/dishes, air conditioners, grandfather clocks, computers, clothes dryers, cooking ranges, and dishwashers.

Upon request of the customer, the carrier will, if it possesses qualified personnel, service at point of origin and re-service at point of destination appliances or other articles at the charges shown below. If the carrier does not possess qualified personnel to perform the services, the carrier will, with the authorization of the customer, engage third-party vendors to perform the servicing and/or re-servicing.

The service under the provisions of this item is performed solely to prepare the articles for safe transportation but does not include disconnecting or reconnecting articles to gas, electrical, plumbing or ventilation hook-ups.

The following rates apply when carrier personnel provide service and/or re-service of appliances or other articles:

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Services	Charge
Front Load Washing Machine ¹	\$75.00
First article or appliance	\$30.00
Each additional article or appliance	\$20.00

¹Front load washers will not be transported without the stabilization bolts installed. Rates do not include shipping bolt replacement. It is the customer's responsibility to know their make/model and purchase the bolts prior to the loading day. Carrier can assist with an advanced request.

ITEM 10 - HEAVY OR BULKY ITEMS

The following items may be charged an additional fee due to their size or required care during the move. The charge will apply for each item; each time service is required. The charge will include service for both loading/unloading. Rates may not include 3rd party services or additional packing/crating required if items are insured for high value of \$1,000 or more. The bulky article charge applies whether the article is assembled, partially disassembled, or disassembled unless otherwise noted. If the household goods carrier is asked by the customer to include light or bulky items not shown on the chart in this tariff, the carrier may assess a weight additive based on seven pounds per cubic foot of space the article will use in a properly loaded trailer.

Heavy/Bulky Item	Charge
Upright/Spinet Pianos, Organs	\$100
Grand Pianos, Player Pianos	\$350
Large Clocks, Grandfather, Grandmother	\$150
Large Indoor Toys, Houses, Climbers	\$150
Large Outdoor Play Structures, Trampolines, BB Hoops	\$150
Animal Mounts, Horns, Taxidermy	\$100
Weight benches, Exercise Equipment, Gyms	\$150
Large Rolling Tools Boxes, Extra Large Tools	\$150
Large Appliances, Generators, Air Conditioners	\$150
Large Game Tables, Pool, Ping Pong, Casino, Bars	\$150
Bulky Furniture, Armoires, Shrunk, Aquariums	\$100

Security/Gun Safe	\$150
Hot Tub/Bath Tub/Spas, Pools, Jacuzzi	\$350
Riding Lawn Mowers, Golf Carts, Small Tractors	\$115
Motorcycle, ATVs, Snowmobiles	\$150
Small Watercraft, Jet Skis, Wave Runners	\$150
Canoes, Skiffs, Kayaks, Skulls, Rowboats	\$125
Boats w/o Trailer	\$350
Boat & Trailer	\$500
Concrete Furniture, Fountains, Planters, Statues	\$150
Kennels, Animal Houses/Trees, Hutches, Crates	\$150
Pergolas, Sheds, Outdoor Structures	\$150
Canopies, Hard or Soft Hard Tops, Tires, Auto Seats	\$100
Auto Parts, Engines, Roof/Bike Racks, Luggage Case	\$150
Green Eggs, Stoves (wood/pellet, not the kitchen appliance)	\$150
Gliders, Planes, Ultra Lights	\$100
Automobiles, Mobile Homes, Tiny Homes	3 rd Party

Any article weighing 1,000 pounds or more will not be shipped.

ITEM 11 - LONG CARRY CHARGES

If goods must be carried more than 75 feet between the carrier's vehicle and the door of the individual living unit, the following may be charged to the customer in addition to all other applicable rates and charges:

For each 75 feet (or fraction of 75 feet) beyond the first 75 feet	
\$3.00 (per 100 pounds carried)	

ITEM 12 - STAIRS OR ELEVATORS

If stairs or elevators are used at the point of pickup or delivery, the following may be charged to the customer in addition to all other applicable rates and charges:

Each Flight of Stairs
\$3.00 (for each 100 pounds)

Elevators	
\$3.00 (for each 100 pounds)	

 Note: If both stairs and an elevator are available, charges will be based on the calculation that provides the lower cost to the customer.

ITEM 13 - CUSTOMER-PACKED GOODS

Customers must carefully pack, cover and wrap all breakable or fragile items. Customers must clearly mark the package as "breakable" or "fragile." If a carrier finds that an article has not been properly packed by the customer, the carrier must notify the customer of the improper packaging. The customer may choose to repack the article or have the carrier repack the article. The customer may have to pay additional charges for packing service.

If the carrier is not able to contact the customer, the carrier will repack the article and charge the customer for the service. The carrier must document the methods used to contact the customer, to include at least all of the following:

- Date attempt was made.
- Time attempt was made.
- Method used to attempt contact (telephone, fax, personal visit, etc.).
- Telephone or fax number called.
- Name and title of person making attempt to contact customer.

The carrier must retain the documentation with the copy of the bill of lading retained in the carrier's office. In addition, the carrier must attach a copy of the documentation to the copy of the bill of lading given to the customer. A carrier may open and inspect any customer-packed article if the carrier believes it is necessary to determine the actual contents.

ITEM 14 - CONTAINER PRICES

If the customer requests unpacking, delivery or pickup of containers, ITEM 29, pg. 25 (Hourly Rates) will apply. When available, the customer may purchase used containers at 50 percent of the prices shown below. Carriers may provide free use of wardrobe cartons on the day of the move.

	Materials	Materials plus Packing
DRUM, DISH PACK	\$12.00	\$25.00
WASHER PACKING KIT	\$15.00	NA
FRONT LOAD WASHING MACHINE KIT (Kit cost only)	\$100.00	NA

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FILE BOX	\$3.00	\$8.00
SMALL/BOOK 1.5 cf	\$3.00	\$8.00
MEDIUM 3 cu. ft.	\$5.00	\$10.00
MEDIUM/LARGE4 1/2 cu. ft.	\$6.00	\$12.00
LARGE 6 cu. ft.	\$12.00	\$25.00
LAMP CARTON	\$8.00	\$16.00
MIRROR CARTON	\$12.00	\$22.00
* PLASMA TV CARTON	\$75.00	\$150.00
BICYCLE BOX	\$75.00	\$125.00
TAPE/ROLL	\$3.00	NA
PACKING PAPER/35 LBS	\$40.00	NA
SHRINK WRAP/ITEM	\$5.00	NA
BUBBLE WRAP/LINEAR FT	\$3.00	NA
HARDWOOD PROTECTION	\$50.00	NA
CARPET PROTECTION	\$24.00	NA
WARDROBE CARTON	\$10.00	\$20.00
MATTRESS CARTONS	\$100.00	\$150.00
MATTRESS COVERS	\$10.00	\$15.00

^{*} TV boxes, when rented by the shipper, remain property of the carrier.

ITEM 15 - PAYMENT OF CHARGES

In advance of the move, the carrier must specify the method of payment on the estimate and any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans. Once specified, the carrier may not require a different payment method. Carriers may accept or require prepayment in part or in full, cash, personal check, cashier's check or money order, credit card, debit card, electronic fund transfers or its own credit plan.

If the customer fails to pay the rates and charges, the carrier may hold the shipment in secure storage until the customer pays the amount due. The carrier's liability ends with delivery to the storage facility. The shipment becomes subject to the storage facility's liability, terms and conditions. The cost of storage will be charged to the customer at the rates established by the storage facility.

Method of payments are cash, cashier's check from a bank, postal money order (not from a bank) and debit or credit cards. Debit and credit cards are subject to a 2.5% document processing and handling fee. We do not accept personal checks upon delivery. Storage fees are due monthly or a late fee of \$25 will be added to the storage balance. Storage fees can be paid with personal check, all NSF checks are subject to a \$25 cash payment.

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ITEM 16 - ESTIMATES

Written estimates are available to the shipper free of charge. When an estimate is provided, it will be in writing. All estimates of charges shall only be given after a visual inspection of goods by the mover.

- Binding Estimates or Guarantees of actual charges are illegal on intrastate transportation of household goods within the state of South Carolina.
- Final charges for moves must be based upon rates published in the mover's tariff and approved by the SCDOT regardless of any estimate given by the mover prior to the move.

ITEM 17 - CARRIER LIABILITY FOR HOUSEHOLD GOODS AND CUSTOMER VALUATION OPTIONS

The carrier is liable for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in Storage-in-Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The amount of liability a carrier must assume depends on the level of valuation protection selected by the customer, as indicated on the bill of lading.

The carrier is liable directly to the customer for loss and damage regardless of any cargo insurance policies the company may have. Carrier is not liable or responsible for the condition or safe delivery of furniture or other items made of pressboard, particle board or similar pressed material. Exempt only to \$0.60 per pound and must be disassembled by the customer. When disassembly, boxing of fasteners and reassembly is done by the owner of the goods, it falls under the valuation option elected.

The carrier is not liable for the loss of or damage to any article from external cause while being carried or held in Storage-in-Transit, due to the following circumstances:

- Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.
- Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings.
- Damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory.
- An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
- Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.

The carrier is not liable for a delay in pickup or delivery due to the following circumstances:

Hostile or warlike action or use of any weapon of war (in time of peace or war),

terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences by any government or sovereign power, or by authority maintaining or using military forces.

- Seizure, confiscation, or destruction under quarantine by order of any government or public authority.
- Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- Acts of God.

The carrier will not accept the following items for shipment:

- Coins, currency, deeds, notes, postage stamps, letters, drafts, or valuable papers of any kind.
- Jewelry, precious stones, or precious metals.
- Items of extraordinary value.
- Items requiring temperature control.
- Household pets.
- Live plants.
- Perishable items.
- Explosives.
- Dangerous goods.
- Property liable to damage carrier equipment or other property.

The carrier is not liable for goods left unattended by the customer before pickup by the carrier. The carrier is not liable for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended. When the carrier or its agent believes it necessary that the contents of packages be inspected, it shall make or cause such inspection to be made or require other sufficient evidence to determine the actual character of the property.

Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.

When shipments are improperly, insecurely, or unsafely packed, crated or boxed and therefore liable to be destroyed or damaged, in the carrier's opinion, the carrier will arrange to have such shipments properly packed. Regarding labor for such packing, the rates and charges are listed in ITEM 29, pg. 25 for all shipments.

Nothing in this Tariff shall require the carrier to perform any linehaul service, any pickup or delivery service or any other service from, to, or at any point or location where, through no fault or neglect of the carrier, the operation of the vehicle is impracticable because:

- The condition of the roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk or loss or damage to life or property.
- Loading or unloading facilities are inadequate.

Order Appendix A Docket No. 2018-228-T Order No. 2018-721 November 13, 2018 Page 13 of 30 The customer is responsible for any additional insurance they wish to purchase. The customer may choose from two valuation options to determine the liability the carrier must assume for loss or damage. Each option has a different cost to the customer and represents a different level of carrier responsibility. The customer has the following valuation protection options and must, on the face of the bill of lading, select one of the options. The carrier must not load the customer's goods until the customer selects an option and makes the appropriate notation on the bill of lading. Shipments moving under the rates named in this Tariff are subject to the release of valuation provisions shown below:

- As used in this Tariff, the phrases "released value", "declared value" and "value declared by the customer (shipper)" shall have the same meaning.
- If the customer does not select valuation Option 1 on the Bill of Lading, Jordan River Moving & Storage shall require the shipper to state specifically in writing on the Bill of Lading the declared lump sum value for the entire shipment, prior to the commencement of service.
- The customer shall have the following options for the declaration of value and the carrier's maximum liability shall be limited in accordance with the declared value:

OPTION A: - LIMITED LIABILITY

As a licensed common carrier, we are required to provide limited liability coverage at no charge to the customer. Under this option, in event of loss or damage, maximum limited liability is \$0.60 per pound, per article.

OPTION B: - FULL VALUE PROTECTION - \$500 DEDUCTIBLE

Full-Value Protection provides the highest level of coverage for your personal possession. After the \$500 deductible is applied the coverage will guarantee either, replacement of articles lost or damaged while in carrier's custody, reimbursement for full replacement cost (as determined by current market value), or repairs to a damaged item to the extent necessary to restore the item to the same condition as when received by carrier from the shipper. The action taken will be determined by whichever means cost less. This option provides full value coverage less \$500 deductible for the customer and a maximum carrier liability up to the declared value or \$10.00 times the weight of the shipment, whichever is greater. \$18.00 per \$1,000

OPTION C: - FULL VALUE PROTECTION - \$1,000 DEDUCTIBLE

Full-Value Protection provides the highest level of coverage for your personal possession. After the \$1,000 deductible is applied the coverage will guarantee either, replacement of articles lost or damaged while in carrier's custody, reimbursement for full replacement cost (as determined by current market value), or repairs to a damaged item to the extent necessary to restore the item to the same condition as when received by carrier from the shipper. The action taken will be determined by whichever means cost less. This option provides full value coverage less \$1,000 deductible for the customer and a maximum carrier liability up to the declared value or \$10.00 times the weight of the shipment, whichever is greater. \$11.00 per \$1,000

^{*} Hawaii and Alaska are considered international moves and these rates will not apply.

The charges for valuation in excess of \$100,000 will be determined by your sales representative, please call our office for these rates. On a shipment, or portion thereof, which also involve storage-in-transit, an additional storage-in-transit valuation charge will be added. The price will be .25 per \$100.00 of value for each 30 day period.

Please note the following applies to options B & C

- The minimum declared shipment value under Full Value Protection (option B & C). is \$10,000.
- Although the minimum is necessary to purchase options B& C, it may not be all you need.
- It is the customer's responsibility to choose the proper amount of coverage. If the full declared shipment value is not taken, a penalty will be incurred based on the ratio between actual cash value and the declared shipment value.

Example if \$32,000 worth of goods were moved, yet only \$16,000 worth of coverage was purchased, the payment for any damages would be adjusted downward by one-half (\$16,000/\$32,000).

THE COVERAGE AFFORDED ABOVE DOES NOT APPLY TO:

- Act of God (earthquake, flood tornado, etc)
- · Hostile warlike action or acts arising from riots, civil commotion, strikes, or labor disturbances.

Articles Of High or Extraordinary Value: Unless otherwise provided, the following property will not be accepted for shipment:

- Any article of extraordinary nature of value, antiques, fine art painting, statuary. and similar articles, which by their inherent nature cannot be replaced with new articles; or articles whose age or history contribute substantially to their value.
- This includes, but is not limited to: memorabilia, souvenirs, and collector's items. Unless a special agreement has been stipulated to do so.
- Including but not limited to jewelry, furs, stocks, bonds, cash, antiques, and art collection.
- Any article of extraordinary nature/value must be identified separately on an inventory that must be included with the bill of lading
- Acts or omission of the shipper, such as neglecting to prepare for time of the move.
- Bulky items, such as safes, hot tubs, motorcycles, etc. must be crated.
- Presswood or similar pressed material furniture must be disassembled and packed by the customer. See Exhibit #1 on page 26.

Should such articles come into the possession of the carrier with or without their knowledge, responsibility for safe delivery will not be assumed.

If a shipper refuses to agree to a declared valuation in writing, the shipment may be refused. If a shipper fails to state a declared value in writing, and the shipment is accepted

by the carrier, the shipment will default to option A.

The declared value and the carrier's maximum liability (whether or not loss or damage occurred from carrier negligence), as determined under this rule, shall apply to any claim resulting from the performance or failure to perform by the carrier of any service, including accessorial services, which the carrier has contracted to perform.

Subject to the declared valuation, the carrier may elect to replace lost or damaged articles, to reimburse the shipper for the loss, or to make satisfactory repairs. If the carrier replaces or reimburses the shipper, the damaged articles become the property of the carrier.

In the event of loss or damage to a matched pair or set of items, the carrier's maximum liability will be limited to compensation for the damaged or lost individual item only. For the Replacement Cost Protection, declared lump sum value means the value of the maximum liability of the carrier for the total body of goods transported.

The amount of liability a carrier must assume depends on the level of valuation protection selected by the customer and the customer-declared value, as indicated on the bill of lading. Before providing service, the carrier must require the customer to state in writing on the bill of lading either the declared value of the shipment in cents per pound or a lump sum value for the entire shipment. If the carrier fails to obtain the customer's declared value, the value will be based on the net weight or constructive weight of the shipment.

- For long distance moves, the weight of the shipment is determined by recording the net weight.
- For local moves, the weight of the shipment is determined by recording the constructive weight. Constructive weight is calculated by multiplying seven pounds times each cubic foot of space used in the moving vehicle.

Customers are encouraged to purchase addition insurance. Jordan River Moving & Storage will provide insurance company referrals upon request. Additional insurance must be purchased two days prior to the packing and/or move date.

ITEM 18 - STORAGE

Customers may choose to either provide their own storage or store items with the carrier or the carrier's agent.

<u>Customer-provided storage.</u> If the customer rents, leases or otherwise provides a storage unit independent of the carrier and requests the carrier deliver the goods to the customer- provided storage unit, the carrier's liability ends at the delivery. The storage unit becomes the final destination.

<u>Storage provided by the carrier or the carrier's agent.</u> The customer may choose from the following storage options provided by the carrier or the carrier's agent. The requirements below apply only to storage provided by the carrier or the carrier's agent.

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Storage-in-Transit (SIT) is temporary warehouse storage of a shipment for 90 days or less pending further transportation. Property may be placed into SIT one or more times but may not exceed a total of 90 days. This temporary storage may be in either a warehouse owned by the carrier or in a warehouse the carrier has chosen as its agent. Liability for the shipment while in SIT is the responsibility of the carrier. A move that contains SIT is one continuous move from origin to SIT to the final destination.

The carrier must ensure that the customer specifically chooses Storage-in-Transit (SIT), Permanent Storage, Storage-in-Vehicle (SIV), or Small Goods Transportation and Storage service by signing or initialing on the bill of lading. The customer is responsible for the added charges for storage service, warehouse handling and final delivery of the shipment.

Storage records are required. Both the carrier and warehouse must maintain a descriptive inventory on any shipment placed in storage. Storage records must show all of the following:

- An itemized list of the items in the shipment and the number on the bill of lading or Small Goods Transportation and Storage contract used for the shipment.
- The origin and destination points of the shipment.
- The condition of each article when it was received by the carrier and unloaded at the warehouse.
- The dates when all charges, advances, or payments were made or received.
- The dates the shipment was delivered into, and forwarded from, the warehouse.

Charges for SIT and warehouse handling charges in accordance with the tariff must be shown on the written estimate.

Rates to be charged per 100 pounds stored	Rate
For each 30-day period, or portion of a 30-day period, goods remain in storage. No proration.	\$3.50
Warehouse handling in and out	\$4.26

A customer may remove a portion of the property from SIT if all charges for the shipment have been paid in full or the customer and carrier have negotiated payment arrangements. If the customer requests the carrier deliver the portion of the property removed from SIT, the carrier will charge for delivery as if it were a separate shipment with the origin being the SIT warehouse.

SIT charges for the balance of the SIT period will be based on the gross weight of goods remaining in storage. Charges for transportation furnished, if any, for the delivery of the remainder of the shipment will be based on the net weight remaining in SIT or calculated at hourly rates if the destination is 55 miles or less from the storage facility.

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No property may be removed from the carrier's or agent's warehouse until the customer pays all lawful charges or negotiates satisfactory payment arrangements. During the SIT period, the customer may add additional property to the property already in SIT. The following charges and rules will apply:

- If the carrier transports the additional property to SIT, charges will be calculated from origin to the warehouse by using proper tariff rates.
- Warehouse handling-in charges as shown in the table below.
- All subsequent charges, including SIT fees, will be based on the net weight of the combined shipment.

If the customer does not remove the shipment from SIT within 90 days:

- Permanent storage is warehouse storage of a shipment for longer than 90 days.
 The final destination of the move is the warehouse. The carrier's liability for the shipment ends upon delivery to the warehouse. Liability for the shipment while in permanent storage is the responsibility of the warehouse.
- The carrier's liability terminates at midnight on the 90th day.
- The warehouse is considered the final destination of the shipment.
- The warehouse is considered to be the agent of the customer and the property becomes subject to the rules, regulations and charges of the warehouse.
- The carrier must bill the customer for all charges accrued within the 90-day period.
- All Storage-In-Transit charges will convert to Permanent Storage based on \$65.00 per vault per month or \$0.59 per pound if loose in storage.

If a customer notifies the carrier at least 15 days before the end of a 30-day SIT period that the customer wants the property delivered, but the carrier does not make the delivery by the end of that period, the carrier cannot charge any additional SIT or storage charges. All other SIT provisions will apply until the carrier can deliver the property.

The customer may change the destination originally shown on the bill of lading for the property in SIT by notifying the carrier. When the carrier receives the notice, the carrier will make a notation on the bill of lading indicating that the customer requested the change. Rates that were in effect on the date the shipment was loaded at the point of origin will remain in effect until delivery of the shipment at the point of destination.

The customer may at any time decide to transfer property from SIT to permanent storage by providing written notice to the carrier and the warehouse. Once property is transferred to permanent storage, the warehouse is considered the destination of the shipment. Within seven days of receiving notice that the customer wants the property moved into permanent storage, the carrier must provide a final bill for all SIT charges due. The carrier's liability for the property ends when the property is transferred into permanent storage.

Liability for the property while in permanent storage is the responsibility of the warehouse.

Loss and damage protection (valuation coverage) for the property must be purchased from the warehouse at \$0.10/lb.

<u>Storage-in-Vehicle (SIV)</u> - is temporary storage of a shipment that remains on or in the carrier's vehicle (van or trailer) instead of being placed in a warehouse. This service is provided at carrier's convenience.

- The shipment will remain in SIV for not more than a total of 15 days. If SIV is needed for longer than 15 days, the carrier and customer must agree on the length of the extension.
- The vehicle containing the customer's shipment will be parked in a safe, secured area at all times.
- The vehicle will be securely locked at all times.
- The vehicle used is in good repair, not subject to leakage, pilferage or entry by insects or vermin.
- The carrier accepts responsibility for any loss or damage occurring while the shipment is in SIV. Reimbursement is determined based on the valuation option selected by the customer on the bill of lading.

SIV Rates/24 Hours or Fraction Thereof
Charge
\$150.00

ITEM 19 - HOLIDAYS

New Year's Day (January 1st)

Martin Luther King Day (3rd Monday in January)

President's Day (3rd Monday in February)

Easter Sunday (March 22 <> April 25)

Memorial Day (The Last Monday in May)

Independence Day (July 4th)

Labor Day (First Monday in September)

Yom Kippur (Mid September TBD)

Veteran's Day (November 11th)

Thanksgiving Day (4th Thursday in November)

Christmas Eve (December 24th)

Christmas Day (December 25th)

ITEM 20 - DISCOUNTS

Only one discount per shipment.

Military & Veteran 5% Senior Citizen 5%

*Microsoft 10% off hourly rate moves and 5% off shipments over 55 miles

*Amazon 5% *Boeing 5%

*A copy of the employee card must be presented at time of booking in order to receive a discount.

Section 2 LONG DISTANCE (MILEAGE-RATED) MOVES

Rates, Rules and Charges Shown in This Section Apply to Shipments Moving More Than 55 Miles

ITEM 21 - GENERAL APPLICATION OF RATES FOR LONG DISTANCE (MILEAGE-RATED) MOVES

Rates in this section apply to moves of more than 55 miles. A carrier may only charge a customer mileage rates for a one-way trip (from origin to destination). Rates include use of vehicle, equipment, and labor for receiving and/or delivering household goods at ground level.

Rates do not include furnishing of containers, packing, unpacking, marking, storing, hoisting, extra stops, or any applicable fuel surcharges. Rates do not include handling, loading or unloading articles weighing 1,000 pounds or more. If performed by the carrier at the request of the customer, the charges for such services will be assessed in addition to transportation charges.

Carrier will use Google map online software, (http://maps.google.com), a mileage calculation program to determine the distance of the shipment.

The minimum charge for any shipment will be calculated on a weight of seven pounds per cubic foot of properly loaded vehicle space used. Both the minimum charge weight and the actual weight must be shown on the bill of lading.

ITEM 22 - WEIGHT OF SHIPMENT

Tariff rates and charges shall be computed on the net weight plus all additives of the shipment. Carriers must calculate all tare and loaded weights by having the motor vehicle weighed by a certified weighmaster or on a certified scale. Carriers must obtain a certified tare weight either prior to loading the customer's goods or immediately after the shipment is unloaded. Carriers must obtain a certified loaded weight at the point of origin or:

If no certified scale is available at the point of origin, the carrier may obtain the loaded weight at the first certified scale located along the route of travel to the

- destination point or at the destination point.
- If no certified scale is available at the point of origin, at a point along the route to the destination, or at the destination point, the carrier may use the constructive weight of the shipment.
- Carriers must maintain all weight tickets or documentation of the calculation of weight with the bill of lading. The weight ticket or other documentation must include the name of the carrier and the name of the customer. Carriers are responsible for obtaining the weight and providing that information to the customer upon request.
- The charge for a smaller shipment must not exceed the charge for a larger shipment at the rate and minimum weight for the larger shipment. For example, a load of household goods is moved from City A to City B on which rates are:
- For a minimum of 1,000 pounds, the rate is \$0.3058 per pound shipped, so the calculation is 1,780 pounds times \$0.3058 = \$544.24.
- For a minimum of 2,000 pounds, the rate is \$0.2398 per pound shipped, so the calculation is 2,000 pounds times \$0.2398 = \$479.50.

A shipment weighing 1,780 pounds would be billed as if it weighed 2,000 pounds, because it is less expensive for the customer.

ITEM 23 DELAY OF SHIPMENTS FOR AVAILABILITY OF EQUIPMENT OR CONSOLIDATION WITH OTHER SHIPMENTS

Carriers must not delay delivery of shipments weighing 5,000 pounds or more for availability of equipment or consolidation with other shipments. Carriers must directly deliver (expedite) all shipments weighing 5,000 pounds or more.

Carriers must not delay delivery of shipments weighing less than 5,000 pounds if the customer agrees to pay a minimum charge based on up to 5,000 pounds. Carriers must directly deliver all shipments for which the customer agrees to pay the minimum charge based on up to 5,000 pounds. If the customer agrees to payment of the minimum charge, a notation must be placed on the face of the bill of lading. The customer must sign the notation. The notation must say:

Moving at a weight	of	pounds.
Actual weight		pounds.
Agreed to:	(Signature of customer)	

Carriers may delay delivery of shipments weighing less than 5,000 pounds for availability of equipment or consolidation with other shipments. Carriers must promptly remove from the customer's premises all articles to be held pending available equipment or consolidation with another shipment and must not charge the customer for storage, storage valuation, handling in or out, or storage-in-transit charges for the time a shipment is held. Unless the carrier and the customer have agreed to a deliver by date, carriers

must deliver a delayed shipment within 21 calendar days of accepting it.

Once the carrier agrees to a "deliver by" date, the carrier must:

- Deliver the shipment by that date;
- Renegotiate the deliver-by date with the customer; or
- Make arrangements for another carrier to do so on its behalf.
- (The original carrier must absorb any additional costs incurred by using the additional carrier to meet the "deliver by" date.)

ITEM 24 - ADDITIONAL STOPS

Additional stops are when:

- The carrier loads portions of the shipment at more than one site.
- The carrier unloads portions of the shipment at more than one site.
- The carrier both loads and unloads a portion of the shipment at more than one site.

A customer may request that the carrier provide additional stops. The carrier may charge for providing this service. The charge for providing additional stops applies in addition to all other applicable charges.

The following rate applies when additional stop service is provided:

Rate Per Stop	
\$65.00	

Transportation charges on shipments for which the carrier provides additional stops will be computed on the basis of the total weight of the entire shipment for the total distance from the origin to the destination, via the additional stops.

Example: A shipment originating in Columbia weighs 3,000 pounds, with a stop in Santee to load 1,000 pounds, is transported to Charleston.

Properly rated, the transportation charges on the bill would be rated as if 4,000 pounds were shipped from Columbia to Charleston, plus a charge for the additional stop in Santee.

ITEM 25 - REWEIGHING

- The customer may request the carrier reweigh the shipment before delivery.
- The customer is responsible paying for the scale fees. The carrier must obtain a scale fee receipt. A copy of that receipt must be given to the customer and a copy must be attached to the records maintained by the carrier.
- Before reweighing the shipment, the carrier must notify the customer of the cost of reweighing.

The reweigh fee is \$25.

ITEM 26 - WAITING TIME

The carrier may bill the customer at the rates shown in Item 29 (Hourly Rates) for waiting time when the customer keeps the carrier waiting at the origin or destination for longer than one hour. Waiting time charges apply in addition to all other applicable rates and charges.

ITEM 27 - MILEAGE RATES

Mileage rates apply only on shipments moving more than 55 miles. Mileage rates are stated in an amount the carrier must apply to each pound of customer household goods shipped. To determine actual transportation charges, multiply the weight of the shipment in pounds times the rate and then round the answer to the nearest cent.

As an example, a shipment of 8,101 pounds transported 60 miles is calculated as follows: 8,101 pounds x 9.2654 (maximum rates allowed per pound) = 2,150.00

The carrier must charge the customer no more than \$2,150.00.

Rates are based on loaded distance. Loaded distance is the distance between the loading point (origin) of the shipment and the unloading point (destination).

Refer to following table on pg 24 for mileage rates.

Shipment In Pounds - Minimum Weight 1,000 lbs

Example - shipment of 1,100 lbs is moving 55 miles (multiply 1,100 by \$0.7350 for a total of \$808.50 BP is breaking point where charging the next weight minimum is cheaper for the customer

NA:	BP is breaking point where charging the next weight minimum is cheaper for the customer Miles 1000 lbs BP 2000 lbs BP 4000 lbs BP 6000 lbs BP 8000 lbs BP 10000 lbs BP 12000 lb						42000 lbs							
		1000 lbs	BP	2000 lbs	BP	4000 lbs	BP	6000 lbs	BP	8000 lbs	BP	10000 lbs	BP	12000 lbs
51	60	\$0.7350	1245	\$0.4575	2479	\$0.2835	5249	\$0.2480	6855	\$0.2125	9695	\$0.2060	11622	\$0.1995
61	70	\$0.7960	1232	\$0.4900	2449	\$0.3000	5157	\$0.2578	6688	\$0.2155	9690	\$0.2088	11610	\$0.2020
71	80	\$0.8240	1230	\$0.5065	2429	\$0.3075	5158	\$0.2643	6690	\$0.2210	9684	\$0.2140	11608	\$0.2070
81	90	\$0.8560	1224	\$0.5235	2411	\$0.3155	5122	\$0.2693	6625	\$0.2230	9687	\$0.2160	11612	\$0.2090
91	100	\$0.9060	1217	\$0.5510	2389	\$0.3290	5076	\$0.2783	6540	\$0.2275	9693	\$0.2205	11620	\$0.2135
101	110	\$0.9520	1212	\$0.5765	2370	\$0.3415	5043	\$0.2870	6481	\$0.2325	9712	\$0.2258	11639	\$0.2190
111	120	\$0.9880	1206	\$0.5955	2358	\$0.3510	5018	\$0.2935	6433	\$0.2360	9704	\$0.2290	11634	\$0.2220
121	130	\$1.0105	1205	\$0.6085	2344	\$0.3565	5016	\$0.2980	6430	\$0.2395	9700	\$0.2323	11623	\$0.2250
131	140	\$1.0485	1200	\$0.6290	2338	\$0.3675	5001	\$0.3063	6399	\$0.2450	10715	\$0.2625	12801	\$0.2800
141	150	\$1.0965	1196	\$0.6555	2319	\$0.3800	4987	\$0.3158	6372	\$0.2515	9603	\$0.2415	11504	\$0.2315
151	160	\$1.1915	1188	\$0.7075	2293	\$0.4055	4954	\$0.3348	6309	\$0.2640	9470	\$0.2500	11329	\$0.2360
161	170	\$1.2030	1188	\$0.7145	2290	\$0.4090	4949	\$0.3373	6298	\$0.2655	9492	\$0.2520	11358	\$0.2385
171	180	\$1.2480	1186	\$0.7395	2275	\$0.4205	4942	\$0.3463	6284	\$0.2720	9423	\$0.2563	11261	\$0.2405
181	190	\$1.2970	1181	\$0.7655	2263	\$0.4330	4931	\$0.3558	6262	\$0.2785	9491	\$0.2643	11351	\$0.2500
191	200	\$1.3400	1179	\$0.7895	2258	\$0.4455	4916	\$0.3650	6236	\$0.2845	9572	\$0.2723	11458	\$0.2600
201	220	\$1.4020	1175	\$0.8230	2244	\$0.4615	4902	\$0.3770	6207	\$0.2925	9618	\$0.2813	11518	\$0.2700
221	240	\$1.4820	1171	\$0.8675	2228	\$0.4830	4882	\$0.3930	6168	\$0.3030	9621	\$0.2915	11527	\$0.2800
241	260	\$2.0000	1101	\$1.1000	2182	\$0.6000	4751	\$0.4750	5895	\$0.3500	9143	\$0.3200	10876	\$0.2900
261	280	\$2.0100	1105	\$1.1100	2199	\$0.6100	4771	\$0.4850	5939	\$0.3600	9167	\$0.3300	10910	\$0.3000
281	300	\$2.0200	1109	\$1.1200	2215	\$0.6200	4791	\$0.4950	5980	\$0.3700	9190	\$0.3400	10942	\$0.3100
301	320	\$2.0300	1114	\$1.1300	2231	\$0.6300	4810	\$0.5050	6020	\$0.3800	9211	\$0.3500	10972	\$0.3200
321	340	\$2.0400	1118	\$1.1400	2246	\$0.6400	4829	\$0.5150	6059	\$0.3900	9231	\$0.3600	11001	\$0.3300
341	360	\$2.0500	1122	\$1.1500	2261	\$0.6500	4847	\$0.5250	6096	\$0.4000	9251	\$0.3700	11028	\$0.3400
361	380	\$2.1120	1150	\$1.2135	2176	\$0.6600	4864	\$0.5350	6131	\$0.4100	9269	\$0.3800	11053	\$0.3500
381	400	\$2.2070	1147	\$1.2655	2213	\$0.7000	4867	\$0.5678	6136	\$0.4355	9307	\$0.4053	11103	\$0.3750
401	420	\$2.3030	1146	\$1.3185	2245	\$0.7400	4869	\$0.6005	6142	\$0.4610	9339	\$0.4305	11150	\$0.4000
421	440	\$2.3990	1143	\$1.3705	2277	\$0.7800	4872	\$0.6333	6146	\$0.4865	9369	\$0.4558	11190	\$0.4250
441	460	\$2.4940	1142	\$1.4240	2304	\$0.8200	4874	\$0.6660	6151	\$0.5120	9395	\$0.4810	11227	\$0.4500
461	480	\$2.5895	1140	\$1.4755	2332	\$0.8600	4876	\$0.6988	6154	\$0.5375	9420	\$0.5063	11259	\$0.4750
481	500	\$2.6855	1139	\$1.5290	2355	\$0.9000	4877	\$0.7315	6158	\$0.5630	9441	\$0.5315	11289	\$0.5000
501	520	\$2.7805	1138	\$1.5815	2378	\$0.9400	4879	\$0.7643	6160	\$0.5885	9462	\$0.5568	11315	\$0.5250
521	540	\$2.8760	1141	\$1.6400	2391	\$0.9800	4880	\$0.7970	6164	\$0.6140	9479	\$0.5820	11341	\$0.5500
541	560	\$2.9720	1145	\$1.7000	2401	\$1.0200	4882	\$0.8298	6166	\$0.6395	9497	\$0.6073	11362	\$0.5750
561	580	\$3.0680	1148	\$1.7600	2410	\$1.0600	4883	\$0.8625	6169	\$0.6650	9512	\$0.6325	11384	\$0.6000
581	600	\$3.1435	1158	\$1.8200	2418	\$1.1000	4884	\$0.8953	6170	\$0.6905	9527	\$0.6578	11402	\$0.6250

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Section 3 LOCAL (HOURLY-RATED) MOVES

Rates, Rules and Charges Shown in This Section Apply to Shipments Moving 55 Miles or Less

ITEM 28 - GENERAL APPLICATION OF RATES FOR LOCAL (HOURLY-RATED) MOVES

Rates in this section apply to moves of 55 miles or less and include use of vehicle, equipment, and labor for receiving and/or delivering household goods.

ITEM 29 - HOURLY RATES

Hourly rates apply during regular hours only. The carrier will charge a minimum of two hours plus half hour of travel time. Time must be recorded to the nearest increment of 15 minutes. The carrier must require its employees to record breaks and interruptions. The customer must not be charged for breaks or interruptions caused by the carrier's personnel.

When transporting a single shipment, the carrier may bill the customer either

- The time beginning when the moving vehicle leaves the carrier's terminal or other location of the vehicle (whichever is closest) to the origin of the shipment, until the time the vehicle returns to the carrier's terminal or is dispatched to another job.
- Flat travel time for the time from the carrier's terminal or other location of the vehicle (whichever is closest) to the origin of the shipment and the time from the shipment's destination to the carrier's terminal.

When a single vehicle combines two or more shipments, the time charged to each customer must be the actual time spent conducting packing, loading, unloading and unpacking plus an equitable division of the total travel time.

Rates: (Friday - Sunday & Holidays)	Hourly Rate
1 Truck and 1 driver	\$90.00
1 Truck and 2 men	\$115.00
Each Additional Man	\$25.00

Rates: (Monday-Thursday)	Hourly Rate
1 Truck and 1 driver	\$80.00
1 Truck and 2 men	\$110.00
Each Additional Man	\$25.00

Exhibit #1

DOT RULE #22 COMMENTARY
PARTICLE BOARD & ENGINEERED WOOD (COMMONLY KNOWN AS PRESS BOARD)

JORDAN RIVER MOVING CUSTOMER RELEASE FORM FOR ASSEMBLY. DISMANTLING. AND
TRANSPORTING OF "PRESSBOARD" FUNITURE.

Furniture manufacturers of "pressboard" design their pieces to be shipped by them new and "unassembled" in their own shipping cartons. This furniture IS NOT BUILT TO WITHSTAND the normal stress of a move as an ASSEMBLED UNIT. Chips and dents are not usually repairable and are quite common. Surface impressions can be made on this type of furniture when simply writing on a single piece of paper. Assembly of this furniture most often requires that hardware pieces be glued and/or locked into place. This DOES NOT significantly improve the structural integrity of the pieces but does make DISASSEMBLY SOMETIMES IMPOSSIBLE without creating substantial and sometimes un-repairable damage, as well as extreme difficulty in REASSEMBLY.

Because of the above problems, the shipper (you) MUST select one of the following options (#1, #2, #3 below), or the carrier **JORDAN RIVER MOVING** will not transport your pressboard furniture.

- OPTION #1 I, the customer, CHOOSE TO DISASSEMBLE MYSELF, prior to the move my pressboard furniture. I ASSUME ALL THE RESPONSIBILITY FOR DAMAGE TO IT, WHICH MAY OCCUR DURING MY DISASSEMBLY, AND OF WHICH <u>JORDAN RIVER MOVING</u> CANNOT BE AWARE AT THE TIME of this move nor BE RESPONSIBLE FOR.
- OPTION #2 I, the customer, have ENGAGED <u>JORDAN RIVER MOVING</u> TO DISASSEMBLE MY PRESSBOARD FURNITURE PRIOR/DURING MY MOVE. I ASSUME ALL RESPONSIBILITY FOR DAMAGE which may occur to said furniture during disassembly of my unit, AS THIS TYPE OF FURNITURE IS "NOT MEANT TO BE DISASSEMBLED" by the manufacture. I ALSO UNDERSTAND THAT REASSEMBLY OF THESE PIECES MAY NOT BE SUCCESSFUL, AND MAY ALSO RESULT IN DAMAGE.
- OPTION #3 I, the customer, am tendering furniture constructed of pressboard and have decided it to be transported by <u>JORDAN RIVER MOVING</u> 'ASSEMBLED' as part of my move. I understand that any claim for damage to the pressboard MAY BE DENIED DUE TO THE INSTABILITY OF THIS TYPE OF FURNITURE during transport, as mentioned above.

Please, understand that Pressboard furniture is considered to be unstable (no matter the amount you purchased it for) once it is assembled the first time, and then moved 'intact' or 'disassembled for future reassembly.' **Jordan River Moving** cannot assume any liability for this. We cannot transport it intact, disassemble it, nor reassemble it, unless you, the customer, understand it might not be successful.

understanding):	
X	Date:

CUSTOMER'S NAME (Please print & sign after reading. This acknowledges your

YOU MUST CHOOSE ONE OF THE ABOVE OPTIONS: #1:_____ #2:____ #3:____

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UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

JORDAN RIVER MOVING & STORAGE

1130 BLUFF INDUSTRIAL BLVD COLUMBIA, SC 29201 (877) 611-0808 TOLL FREE www.JordanRiverMoving.com

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Order Appendix A Docket No. 2018-228-T Order No. 2018-721 November 13, 2018 Page 29 of 30

CONTRACT TERMS AND CONDITIONS

- Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as herein
- (b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect of inherent vice therein. Except in case of negligence of the carrier or party in possession of all or any of the property herein described shall be have for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such containers are open of the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

 (c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay carrier or by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment of the enterior of party in possession that the property is possession to the property of the property in possession of the property in po
- (d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the proper stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes of the shipper. session of the property.
- possession of the property.

 (e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulation authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earner charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have the done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, exercing in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall holocome carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any process of the quarantine laws or regulations in effect at such place.

 Sec. 2 (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall expense the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by the right in case of physical necessity to forward said property by any carrier or has been agreed upon in writing as the released value of the property as determined by the right in case of physical necessity to forward said property of the shipper or has been agreed upon in writing as the released value of the proper
- 2.09 (b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within ninety days after delivery of the property (or in case of export traffic, within nine months after delivery at poor export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be set to any of each property shall have the full hangeful for my insurance that may have been effected upon or an executive.
- (c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account and property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon. int o
- Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery a destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehousenan, only, or at the option of the carrier, may be removed to and storage in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all the portation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the volume in which such property has been placed, subject to the provisions of this paragraph.

 (b) Where nonperishable property which has been transported to destination hereunder is refused by considered as the carrier, and subject to the provisions of this paragraph.
- house in which such property has been placed, subject to the provisions of this paragraph.

 (b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the cape may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier, provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be no arranged for, and shall have published notice containing a description of the property, the same name of the party to whom consigned, and the time and place of sale, once a week, it was successive weeks, in a newspaper of general circulation at the place of sale or remains unclaimed was mailed, sent, or given.

 (c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such that, if there be time for service of notification to the consignor or owner of the refusal of the property is sold.
- of 30
- (d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridging the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.
- (f) Where the carrier is directed to load property from (or ender any service at) a place or places at which the consignor or his agent is not present, the property shall be at the risk owner before loading.
- Where the carrier is directed to unload or deliver property (or render any service at) the place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.
- Sec. 5 No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.
- Sec. 6 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnity the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.
- against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

 Sec 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges occurring on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (eyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted
- Sec. 8 If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.
- Sec. 9 Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.